

**REISSUE APPLICATION DECLARATION BY THE INVENTOR**

Docket Number (Optional)  
10557/247605

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is described and claimed in patent number 5,931,870, granted August 3, 1999, and for which a reissue patent is sought on the invention entitled Acetabular Ring Prosthesis With Reinforcement Buttress, the specification of which

☒ is attached hereto.

☒ was filed on \_\_\_\_\_ as reissue application number \_\_\_\_\_ / \_\_\_\_\_ and was amended on \_\_\_\_\_.  
(If applicable)

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all boxes that apply.)

☐ by reason of a defective specification or drawing.

☒ by reason of the patentee claiming more or less than he had the right to claim in the patent.

☐ by reason of other errors.

At least one error upon which reissue is based is described as follows:

(REISSUE APPLICATION DECLARATION BY THE INVENTOR, page 2)

Docket Number (Optional)  
10557/247605

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant. As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Name(s)

Registration Number

See attached list

See attached list

Correspondence Address: Direct all communications about the application to:

☒ Customer Number

23370

OR

Type Customer Number here

Place Customer Number  
Bar Code Label here

☐ Firm or  
Individual Name

Address

Address

City

State

ZIP

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.

Full name of sole or first inventor (given name, family name)

John M. Cuckler

Inventor's signature

Residence

Date

Mailing Address

Citizenship  
U.S.

Full name of second joint inventor (given name, family name)

Joseph Schatzker

Inventor's signature

Date

Residence

Citizenship  
U.S.

Mailing Address  
Same as above

Full name of third joint inventor (given name, family name)

Allan E. Gross

Inventor's signature

Date

Residence

Citizenship

Mailing Address

☒ Additional joint inventors are named on separately numbered sheets attached hereto.



FIRM NAME:

KILPATRICK STOCKTON LLP, 1100 Peachtree Street, Suite 2800, Atlanta, Georgia 30309-4530

Attorney and/or Agent	Registration No.
Roger T. Frost	22,176
Charles Y. Lackey	22,707
Anthony B. Askew	24,154
John M. Harrington	25,592
Robert E. Richards	29,105
Donald R. Andersen	28,280
John S. Pratt	29,476
A. Jose Cortina	29,733
James L. Ewing, IV	30,630
Stephen M. Schaetzel	31,418
James Dean Johnson	31,771
Charles W. Calkins	31,814
Larry A. Roberts	31,871
Jamie L. Greene	32,467
George T. Marcou	33,014
Bernard J. Graves, Jr.	33,239
Dean W. Russell	33,452
Richard T. Peterson	35,320
Charles T. Simmons	35,359
Tracy W. Druce	35,493
Eleanor M. Musick	35,623
Nora M. Tocups	35,717
Bruce D. Gray	35,799
Theodore R. Harper	35,890
Geoff L. Sutcliffe	36,348
Stephen B. Parker	36,631
Pat Winston Kennedy	36,970
Leona G. Young	37,266
David P. Lecroy	37,869
Suzanne Seavello Shope	37,933
Mitchell G. Stockwell	39,389
Jeffery B. Arnold	39,540
Mary Anthony Merchant	39,771
Brenda Ozaki Holmes	40,339
Lisa J. Moyles	40,737
Michael J. Turton	40,852

Attorney and/or Agent	Registration No.
Yoncha L. Kundupoglu	41,130
Scott Zimmerman	41,390
Kimberly J. Prior	41,483
Alana G. Kriegsman	41,747
Theodore M. Green	41,801
J. Steven Gardner	41,772
Joni Stutman	42,173
James J. Bindseil	42,326
Heather D. Carmichael	42,389
John K. McDonald	42,860
Sima Singadia Kulkarni	43,732
Camilla Camp Williams	43,992
Christopher J. Chan	44,070
Li K. Wang	44,393
John William Ball, Jr.	44,433
Dawn-Marie Bey	44,442
Tiep H. Nguyen	44,465
John M. Briski	44,562
Michael J. Dimino	44,657
Kristin L. Johnson	44,807
J. Jason Link	44,874
Paul E. Knowlton	44,842
Bambi F. Walters	45,197
Cheryl L. Huseman	45,392
Shelby B. Grier	45,785
Jennifer R. Seng	45,851
Vaibhav P. Kadaba	45,865
Greg Moldafsky	46,514
J. Michael Boggs	46,563
Michael K. Dixon	46,665
Kyle M. Globerman	46,730
Tywanda L. Harris	46,758
Kristin D. Mallatt	46,895
Cynthia B. Rothschild	47,040
John C. Alemanni	47,384
Geoffrey K. Gavin	47,591
Robert M. Stevens	47,972

In addition to the above, the following associate attorneys are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith:

Joel Petrow	30,886
William B. Clemmons, Jr.	32,558
George Stacey	35,688

(Page 4 of 4)

ASSIGNMENT

WHEREAS, I, CONSTANCE E. JOHNSTON, am a joint inventor of "ACETABULAR RING PROSTHESIS WITH REINFORCEMENT BUTTRESS", application for United States Letters Patent Serial No. 08/727,948, filed 10/09/96; and

WHEREAS, SMITH & NEPHEW, INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by SMITH & NEPHEW, INC. and for other good and valuable considerations, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over to SMITH & NEPHEW, INC. all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by SMITH & NEPHEW, INC. for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.


And I hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to SMITH & NEPHEW, INC. as assignee of my entire interest, and hereby covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith.

And I further hereby covenant and agree that I will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to SMITH & NEPHEW, INC., its successors, assigns, or other legal representatives and that if SMITH & NEPHEW, INC., its successors, assigns or other legal representatives shall desire to file any divisional continuation, or continuation-in-part applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or continuation-in-part

application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And I do further covenant and agree that I will, at any time upon request, communicate to SMITH & NEPHEW, INC., its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to me, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 14<sup>th</sup> day of April, 1997.

  
\_\_\_\_\_  
CONSTANCE E. JOHNSTON

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, the undersigned authority, on this day personally appeared CONSTANCE E. JOHNSTON known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public in and for  
The State of Tennessee

ASSIGNMENT

WHEREAS, I, JOHN M. CUCKLER, am a joint inventor of "ACETABULAR RING PROSTHESIS WITH REINFORCEMENT BUTTRESS", application for United States Letters Patent Serial No. 08/727,948, filed 10/09/96; and

WHEREAS, SMITH & NEPHEW, INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by SMITH & NEPHEW, INC. and for other good and valuable considerations, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over to SMITH & NEPHEW, INC. all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by SMITH & NEPHEW, INC. for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to SMITH & NEPHEW, INC., as assignee of my entire interest, and hereby covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith.

And I further hereby covenant and agree that I will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to SMITH & NEPHEW, INC., its successors, assigns, or other legal representatives and that if SMITH & NEPHEW, INC., its successors, assigns or other legal representatives shall desire to file any divisional continuation, or continuation-in-part applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or continuation-in-part

application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And I do further covenant and agree that I will, at any time upon request, communicate to SMITH & NEPHEW, INC., its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to me, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 16 day of APRIL, 1997.

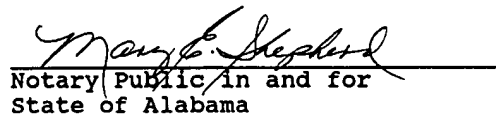
  
JOHN M. CUCKLER

STATE OF ALABAMA

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared JOHN M. CUCKLER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 16<sup>th</sup> day of April, 1997.

  
Notary Public in and for  
State of Alabama

Expiration 12/7/97



ASSIGNMENT

WHEREAS, I, ALLAN E. GROSS, am a joint inventor of "ACETABULAR RING PROSTHESIS WITH REINFORCEMENT BUTTRESS", application for United States Letters Patent Serial No. 08/727,948, filed 10/09/96; and

WHEREAS, SMITH & NEPHEW, INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by SMITH & NEPHEW, INC. and for other good and valuable considerations, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over to SMITH & NEPHEW, INC. all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by SMITH & NEPHEW, INC. for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to SMITH & NEPHEW, INC. as assignee of my entire interest, and hereby covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith.

And I further hereby covenant and agree that I will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to SMITH & NEPHEW, INC., its successors, assigns, or other legal representatives and that if SMITH & NEPHEW, INC., its successors, assigns or other legal representatives shall desire to file any divisional continuation, or continuation-in-part applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or continuation-in-part

application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And I do further covenant and agree that I will, at any time upon request, communicate to SMITH & NEPHEW, INC., its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to me, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 11 day of April, 1997.

  
ALLAN E. GROSS

2025 RELEASE UNDER E.O. 14176

ASSIGNMENT

WHEREAS, I, JOSEPH SCHATZKER, am a joint inventor of "ACETABULAR RING PROSTHESIS WITH REINFORCEMENT BUTTRESS", application for United States Letters Patent Serial No. 08/727,948, filed 10/09/96; and

WHEREAS, SMITH & NEPHEW, INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by SMITH & NEPHEW, INC. and for other good and valuable considerations, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over to SMITH & NEPHEW, INC. all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by SMITH & NEPHEW, INC. for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to SMITH & NEPHEW, INC. as assignee of my entire interest, and hereby covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith.

And I further hereby covenant and agree that I will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to SMITH & NEPHEW, INC., its successors, assigns, or other legal representatives and that if SMITH & NEPHEW, INC., its successors, assigns or other legal representatives shall desire to file any divisional continuation, or continuation-in-part applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or continuation-in-part

application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And I do further covenant and agree that I will, at any time upon request, communicate to SMITH & NEPHEW, INC., its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to me, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 24 day of April, 1997.

  
JOSEPH SCHATZKER

05920432, 000404

ASSIGNMENT

WHEREAS, I, TIMOTHY MCTIGHE, am a joint inventor of "ACETABULAR RING PROSTHESIS WITH REINFORCEMENT BUTTRESS", application for United States Letters Patent Serial No. 08/727,948, filed 10/09/96; and

WHEREAS, SMITH & NEPHEW, INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by SMITH & NEPHEW, INC. and for other good and valuable considerations, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over to SMITH & NEPHEW, INC. all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by SMITH & NEPHEW, INC. for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to SMITH & NEPHEW, INC. as assignee of my entire interest, and hereby covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith.

And I further hereby covenant and agree that I will, at any TIMOTHY, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to SMITH & NEPHEW, INC., its successors, assigns, or other legal representatives and that if SMITH & NEPHEW, INC., its successors, assigns or other legal representatives shall desire to file any divisional continuation, or continuation-in-part applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or

[illegible]

EXECUTED THIS 15 day of APRIL, 1997.

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